

07- R -1933

A RESOLUTION

BY FINANCE/EXECUTIVE COMMITTEE

NO. 07-R-_____

A RESOLUTION OF THE CITY OF ATLANTA (THE "CITY") AUTHORIZING THE MAYOR TO EXECUTE, DELIVER AND PERFORM AN INTERGOVERNMENTAL CONTRACT WITH THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF ATLANTA PROVIDING FOR THE IMPLEMENTATION OF THE 2007 BELTLINE PROJECTS; AND FOR OTHER PURPOSES.

WHEREAS, the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph 1(a), provides that:

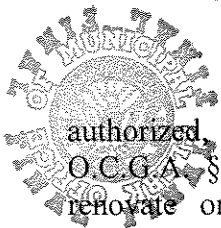
"... any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide"; and

WHEREAS, the City is a municipal corporation of the State of Georgia and a "political subdivision" as defined in Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended (the "Redevelopment Powers Law"); and

WHEREAS, in order to encourage the development of a substantially underutilized and economically and socially depressed area in the City, the City Council by Ordinance 05-O-1733, adopted on November 7, 2005, and approved by the Mayor on November 9, 2005, among other matters, (i) adopted the BeltLine Redevelopment Plan (the "BeltLine Redevelopment Plan") pursuant to the authority granted the City under the Constitution and the laws of the State of Georgia, including particularly the Redevelopment Powers Law, and (ii) designated a geographic area within the corporate limits as Tax Allocation District Number Six - BeltLine (the "BeltLine TAD"); and

WHEREAS, the BeltLine Redevelopment Plan contemplates the redevelopment and revitalization of portions of urban, residential and commercial property located within the BeltLine TAD as an alternative to continued sprawling patterns of development in the region, and outlines a detailed plan of work and a five-year budget to implement the BeltLine Redevelopment Plan (the "Five-Year Work Plan"); and

WHEREAS, the BeltLine TAD is wholly within the "downtown development area" in which the Downtown Development Authority of the City of Atlanta (the "Authority") is



authorized, pursuant to the Downtown Development Authority Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*, as amended (the "Act"), to acquire, construct, install, modify, renovate or rehabilitate land, interests in land, buildings, structures, facilities or other improvements; and

WHEREAS, acting in furtherance of its powers to encourage the development of economically and socially depressed areas within the City and pursuant to the Redevelopment Powers Law of the State of Georgia (O.C.G.A. § 36-44-4(f)) and Resolution 07-R-1002, adopted on May 21, 2007, and signed by the Mayor on May 29, 2007, the City designated the Authority as the City's redevelopment agent solely for the implementation and completion of the 2007 BeltLine Projects (defined herein); and

WHEREAS, the City now proposes to contract with the Authority to implement, or cause to be implemented, certain portions of the Five-Year Work Plan, including the performance of certain organizational and administrative services (the "2007 BeltLine Projects"), as described on Exhibit "A" attached hereto; and

WHEREAS, to implement the 2007 BeltLine Projects, the City proposes to enter into an Intergovernmental Contract, dated as of September 1, 2007 (the "Intergovernmental Contract"), pursuant to which the Authority will implement the 2007 BeltLine Projects, and the City will make payments to the Authority in amounts sufficient to cover the costs of the 2007 BeltLine Projects as set forth in the Intergovernmental Contract; and

WHEREAS, the City may terminate the Intergovernmental Contract upon written notice to the Authority and upon the payment by the City of a City Termination Payment (as defined in the Intergovernmental Contract); and

WHEREAS, Atlanta BeltLine, Inc., a Georgia non-profit corporation ("ABI"), has been formed to coordinate the administrative, development and redevelopment activities of the BeltLine TAD, including the 2007 BeltLine Projects; and

WHEREAS, the Authority, in order to meet its contractual obligations to implement the 2007 BeltLine Projects, intends to enter into a Services Agreement, to be dated as of September 1, 2007 (the "Services Agreement"), between the Authority and ABI whereby ABI will perform the services necessary in implementing the Five-Year Work Plan, including the 2007 BeltLine Projects; and

NOW, THEREFORE, be it resolved by the City Council of the City of Atlanta, in public meeting properly and lawfully called and assembled, it is hereby resolved by authority of the same, that the actions described in this resolution to be taken by or on behalf of the City shall be taken, and it is further resolved as follows:

Section 1. Authorization of Intergovernmental Contract. The Intergovernmental Contract, in substantially the form attached hereto as Exhibit "B", is hereby approved by the City, and by this reference, the Intergovernmental Contract is made a part hereof, and the execution, delivery and performance of the Intergovernmental Contract is hereby authorized, and the Mayor is authorized to execute the Intergovernmental Contract on behalf of the City and the Municipal Clerk shall attest and impress the seal thereon; provided that the payments made by

the City under the Intergovernmental Contract in amounts corresponding to the costs of implementing the 2007 BeltLine Projects shall not exceed the aggregate amount of \$50,000,000. The Mayor may agree to such changes, alterations or corrections to the Intergovernmental Contract as may be necessary to effect the purposes thereof, and the execution of the Intergovernmental Contract by the Mayor shall constitute approval of such alterations, changes or corrections.

Section 2. Approval of Services Agreement. The Services Agreement, is hereby acknowledged and the execution, delivery and performance of the Services Agreement by the Authority is hereby approved.

Section 3. Actions of the Mayor and Chief Financial Officer. The Mayor and Chief Financial Officer and other appropriate officials of the City are authorized to certify any documents and execute any receipts or other closing papers necessary to effect the purposes of the Intergovernmental Contract.

Section 4. Intergovernmental Contract Payments. The obligation of the City to make the payments required by the Intergovernmental Contract shall constitute a general obligation of the City for which the City pledges its full faith and credit and taxing power for such payment and performance. The obligation of the City to make the payments required by the Intergovernmental Contract shall be absolute and unconditional so long as the Intergovernmental Contract is in effect.

Section 5. Partial Invalidity. In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof unless expressly so held, but this resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein, and this resolution shall be construed to adopt, but not to enlarge upon, all applicable provisions of Georgia law, and, if any provisions hereof conflict with any applicable provision of such law, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail and shall be substituted for any provision hereof in conflict or not in harmony therewith.

Section 6. Repealer. Any and all resolutions or parts of resolutions in conflict with this resolution shall be and the same hereby are repealed, and this resolution shall be in full force and effect from and after its adoption.

Section 7. Effective Date. This resolution shall be in full force and effect immediately upon its adoption.

A true copy,

Rhonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

SEP 17, 2007
SEP 17, 2007



EXHIBIT "A"

2007 BeltLine Projects

- Right-of-Way and other property Acquisition within the BeltLine Redevelopment Area;
- Planning/Engineering Studies, including, among others, studies for land use, transportation, park master planning, civil engineering, environmental impact studies, and parking master plans all in connection with the implementation of the BeltLine Redevelopment Plan;
- Development Incentives to ensure development consistent with the BeltLine Redevelopment Plan; and
- Organizational and Administrative Costs incurred in connection with the implementation of the BeltLine Redevelopment Plan.

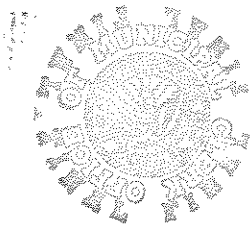
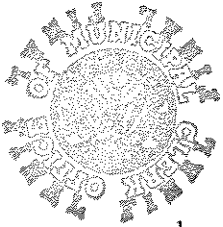


EXHIBIT "B"

FORM OF INTERGOVERNMENTAL CONTRACT



INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT (this "Intergovernmental Contract"), made and entered into as of the 1st day of September, 2007, by and between the **CITY OF ATLANTA**, a municipal corporation of the State of Georgia (the "City"), and the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF ATLANTA**, a body corporate and politic and a political subdivision of the State of Georgia (the "Authority").

WITNESSETH:

WHEREAS, the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph 1(a), provides that:

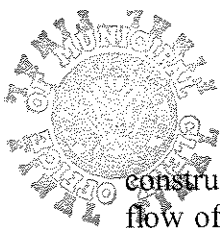
"... any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide"; and

WHEREAS, the Authority has been created pursuant to the provisions of Article IX, Section VI, Paragraph III of the 1983 Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*, as amended (the "Act"), and an activating resolution of the Council of the City of Atlanta, duly adopted on March 2, 1982, and approved by the Mayor of the City of Atlanta on March 9, 1982, and is now existing and operating as a public body corporate and politic; and

WHEREAS, the Authority was created for the purpose, *inter alia*, of revitalizing and redeveloping the central business district of the City and promoting for the public good and general welfare the development of trade, commerce, industry and employment opportunities within the City, and the Act (O.C.G.A. § 36-42-8) empowers the Authority to make and execute contracts for the purpose of planning, undertaking, owning, constructing or operating any "project" (as defined in the Act) in furtherance of the public purpose for which it was created; and

WHEREAS, the Act (O.C.G.A. § 36-42-3(6)) defines "projects" to include the acquisition, construction, installation, modification, renovation, or rehabilitation of land and interests in land, buildings, structures, facilities or other improvements located or to be located within the downtown development area, and any undertaking authorized in O.C.G.A. § 36-44-1, *et seq.* (the "Redevelopment Powers Law"), when a downtown development authority has been designated as a redevelopment agency, all for the essential public purpose of the development of trade, commerce, industry and employment opportunities in the downtown development area; and

WHEREAS, under the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph III, the City has the power to provide public transportation, street and road



construction and maintenance, including curbs, sidewalks, street lights and devices to control the flow of traffic on such streets and roads, and to provide parks, recreational areas, programs and facilities; and under the Redevelopment Powers Law, the City has the power to achieve the redevelopment or revitalization of its economically and socially depressed areas; and

WHEREAS, in order to encourage the development of a substantially underutilized and economically and socially depressed area in the City, the City Council, (i) by Ordinance 05-O-1733, adopted on November 7, 2005, and signed by the Mayor on November 9, 2005, among other matters, adopted the BeltLine Redevelopment Plan (the "BeltLine Redevelopment Plan") and created Tax Allocation District Number Six - Beltline (the "BeltLine TAD") and (ii) by Resolution 07-R-1002, adopted on May 21, 2007, and signed by the Mayor on May 29, 2007, designated the Authority as the City's redevelopment agent pursuant to the Act and the Redevelopment Powers Law for the purpose of implementing the redevelopment initiatives set forth in the BeltLine Redevelopment Plan and for other purposes; and

WHEREAS, the City Council, by Ordinance 06-O-1568, adopted on July 17, 2006, and signed by the Mayor on July 18, 2006, approved certain projects or phases of projects to implement the BeltLine Redevelopment Plan (the "Five-Year Work Plan"); and

WHEREAS, the City now desires to contract with the Authority to implement, or cause to be implemented, portions of the Five-Year Work Plan, including the performance of certain organizational and administrative services associated with the implementation of the Five-Year Work Plan, as set forth on Exhibit "A" attached hereto (collectively, the "2007 BeltLine Projects"), for the benefit of the City and its citizens; and

WHEREAS, the Authority and the City propose to enter into this Intergovernmental Contract, pursuant to which the Authority will agree to provide for the implementation of the 2007 BeltLine Projects, and the City will agree to make payments to the Authority in the amounts and at such times as provided for on Exhibit "B" hereto, to cover the costs of implementing the 2007 BeltLine Projects; and

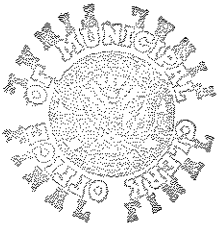
WHEREAS, pursuant to the Constitution and laws of the State of Georgia, the City is authorized to contract with the Authority for any of the undertakings therein authorized;

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Authority DO HEREBY AGREE, as follows:

1.

Effective Date; Term

This Intergovernmental Contract shall become effective upon the date of execution and delivery of this Intergovernmental Contract by both parties and shall continue thereafter, unless earlier terminated as provided herein, until all obligations of the parties have been performed ("Term"). In no event shall the Term of this Intergovernmental Contract extend for more than fifty (50) years.



2.

Authority as Redevelopment Agent

The Authority agrees as follows:

(a) The Authority agrees to serve as the City's Redevelopment Agent for the 2007 BeltLine Projects which constitute a part of the Five-Year Work Plan and BeltLine Redevelopment Plan.

(b) The Authority will take all steps necessary to implement the redevelopment initiatives set forth in the 2007 BeltLine Projects and shall, as requested by the City, provide periodic written reports on the completed components of the 2007 BeltLine Projects.

3.

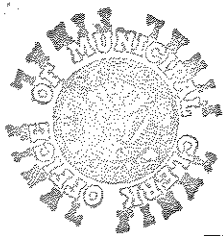
Payment Obligations

The City agrees as follows:

(a) The City shall make installment payments in amounts corresponding to the costs of implementing the 2007 BeltLine Projects to the Authority as set forth on Exhibit "B" attached hereto.

(b) The City, during the Term of this Intergovernmental Contract and in order to make such funds available for such purpose, will, include sums sufficient to satisfy payments required to be made under this Intergovernmental Contract. Nothing herein shall be construed as limiting the right of the City to make the payments required by this Intergovernmental Contract out of its general funds or from other sources lawfully available to the City for such purpose, including incremental taxes received from the BeltLine TAD.

(c) The City's obligation to make the payments required by Section 3(a) of this Intergovernmental Contract shall constitute a general obligation of the City and the City pledges its full faith and credit and taxing power for such payment and performance. In order to make funds available for such payments in each fiscal year the City will, in its general revenue, appropriation, and budgetary measures, whereby its tax funds or revenues and the allocation thereof are controlled or provided, include sums sufficient to satisfy payments required to be made under this Intergovernmental Contract. The City shall levy on all property, including real property, located within the City, subject to taxation for such purpose, such ad valorem taxes, without limit as to rate or amount, as may be necessary to make the payments required under this Intergovernmental Contract, provided, the City's duty to levy such taxes shall abate to the extent that its revenues from other sources, including incremental taxes collected within the BeltLine TAD, are used to make such payments. The City's obligation to make the payments required by Section 3(a) of this Intergovernmental Contract shall be absolute and unconditional so long as this Intergovernmental Contract is in effect. Furthermore, the City's payment obligations shall not exceed an aggregate amount of \$50,000,000.



4.

Implementation of 2007 BeltLine Projects

The Authority and the City agree as follows:

(a) The Authority hereby accepts the designation by the City as its redevelopment agent for the 2007 BeltLine Projects and agrees to act and do all things on behalf of the City, and to bring any actions or proceedings against any person which the City might bring with respect thereto as the Authority shall deem proper. This appointment of the Authority to act as redevelopment agent and all authority hereby conferred or granted is conferred and granted irrevocably until (i) all activities in connection with the implementation of the 2007 BeltLine Projects shall have been completed or (ii) this Intergovernmental Contract is terminated pursuant to Section 7 hereof.

(b) The Authority agrees to enter into all contracts and do all things necessary to implement the 2007 BeltLine Projects, including, specifically entering into such contracts as it deems appropriate with Atlanta BeltLine, Inc. ("ABI"), a Georgia nonprofit corporation, organized for the purpose of coordinating and implementing the BeltLine Redevelopment Plan; provided that no such contract shall obligate the Authority for the expenditure of funds except to the extent of amounts provided by the City hereunder.

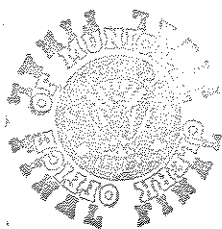
(c) The parties agree that the Authority, on behalf of the City, will pursue completion of the 2007 BeltLine Projects with all reasonable dispatch and use its best efforts to cause the 2007 BeltLine Projects to be completed as soon as practicable.

(d) The Authority does not make any warranty, either express or implied, that the payments will be sufficient to pay all of the costs of the 2007 BeltLine Projects.

5.

Pursuit of Remedies Against Contractors

The Authority will promptly proceed, either separately or in conjunction with others, to exhaust the remedies of the Authority and the City against any defaulting supplier, contractor or subcontractor, and against any surety therefor, for the performance of any contract made in connection with the 2007 BeltLine Projects. The City may, in its own name or in the name of the Authority, prosecute or defend any action or proceeding or take any other action involving any such supplier, contractor, subcontractor or surety which the City deems reasonably necessary, and in such event the Authority agrees to cooperate fully with the City and to take all action necessary, to the extent it might lawfully do so, to effect the substitution of the City for the Authority in any such action or proceeding. Any moneys recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing prior to the completion date shall be utilized to cover the costs of implementing the 2007 BeltLine Projects and, after the completion date, shall be deposited at the direction of the City.



6.

Place of Payments

The payments required to be made by the City to the Authority pursuant to Section 3(a) of this Intergovernmental Contract shall be made in accordance with the written directions of the Authority to an individual account of the Authority on the dates and in the amounts specified in Exhibit "B" hereto.

7.

Options to Terminate

The City shall have the following options to terminate its payment obligations under this Intergovernmental Contract:

(a) [at any time] [on certain dates specified in Exhibit "C" hereto] prior to the payment in full of all scheduled payments required on Exhibit "B" hereto, the City may (i) provide written notice of its intent to terminate this Intergovernmental Contract and (ii) shall provide for payment to a custodial account of the Authority a termination payment (the "City Termination Payment") calculated based upon the date of such termination as shown on Exhibit "C" hereto without any further obligations hereunder. Any City Termination Payment shall be made in immediately available funds in accordance with written directions of the Authority.

(b) at any time after the payment in full of all scheduled payments required on Exhibit "B."

8.

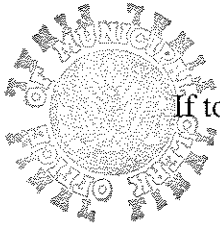
Notices

If to City:

City of Atlanta
Office of the Mayor
55 Trinity Avenue
Atlanta, Georgia 30335
Attn: _____
Facsimile: (404) _____

with a copy to:

City of Atlanta
68 Mitchell Street, Suite 4100
Atlanta, Georgia 30303
Attn: Elizabeth B. Chandler, Esq.
City Attorney
Facsimile: (404) _____



If to Authority:

Downtown Development Authority
of the City of Atlanta
86 Pryor Street, Suite 300
Atlanta, Georgia 30303
Attn: Peggy V. McCormick, President
Facsimile: (404) _____

with a copy to:

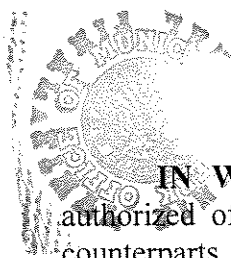
Downtown Development Authority
of the City of Atlanta
86 Pryor Street, Suite 300
Atlanta, Georgia 30303
Attn: Veronica C. Jones, Esq.
General Counsel
Facsimile: (404) _____

9.

Miscellaneous

- (a) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Intergovernmental Contract, which provisions shall remain in full force and effect.
- (b) This Intergovernmental Contract may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.
- (c) This Intergovernmental Contract shall be construed and enforced in accordance with the laws of the State of Georgia.

(Signatures on Following Pages)



IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Intergovernmental Contract to be executed in multiple counterparts, under seals, as of the day and year first above written.

CITY OF ATLANTA

Mayor

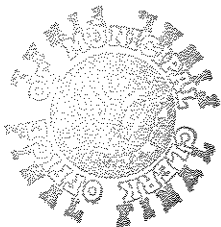
Attest:

Municipal Clerk

(SEAL)

Approved as to form:

City Attorney



**DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF ATLANTA**

By: _____
Vice-Chair

Attest:

Secretary

(SEAL)

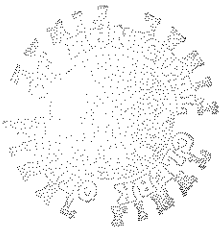


EXHIBIT "A"

2007 BeltLine Projects

- Right-of-Way and other property Acquisition within the BeltLine Redevelopment Area;
- Planning/Engineering Studies, including, among others, studies for land use, transportation, park master planning, civil engineering, environmental impact studies, and parking master plans all in connection with the implementation of the BeltLine Redevelopment Plan;
- Development Incentives to ensure development consistent with the BeltLine Redevelopment Plan; and
- Organizational and Administrative Costs incurred in connection with the implementation of the BeltLine Redevelopment Plan.

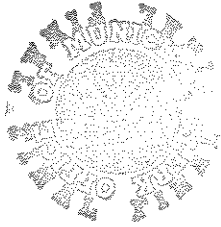


EXHIBIT "B"

Payment Schedule

2/25/2008	\$ 2,302,630
2/25/2009	2,487,034
2/25/2010	2,639,077
2/25/2011	3,306,449
2/25/2012	3,478,687
2/25/2013	3,517,334
2/25/2014	3,560,688
2/25/2015	3,560,688
2/25/2016	3,560,688
2/25/2017	3,560,688
2/25/2018	3,560,688
2/25/2019	3,560,688
2/25/2020	3,560,688
2/25/2021	3,560,688
2/25/2022	3,560,688

EXHIBIT “C”

Optional Termination Payment Schedule

07-~~R~~-1933

(Do Not Write Above This Line)

A RESOLUTION NO. 07-R

BY FINANCE/EXECUTIVE
COMMITTEE

RESOLUTION AUTHORIZING
THE MAYOR TO EXECUTE,
DELIVER AND PERFORM AN
INTERGOVERNMENTAL
CONTRACT WITH THE
DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF
ATLANTA PROVIDING FOR THE
IMPLEMENTATION OF THE 2007
BELTLINE PROJECTS; AND FOR
OTHER PURPOSES.

ADOPTED BY

- SEP 17 2007
- ☐ CONSENT REFER
 - ☐ REGULAR REPORT **COUNCIL**
 - ☐ ADVERTISE & REFER
 - ☐ 1st ADOPT 2nd READ & REFER
 - ☐ PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

Committee _____
Date 9/12/07
Chair _____
Action _____
Fav, Adv, Hold (see rev. side) _____
Other _____

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Members

Chair _____
Date _____
Action _____
Fav, Adv, Hold (see rev. side) _____
Other _____

Chair _____
Date _____
Action _____
Fav, Adv, Hold (see rev. side) _____
Other _____

Refer To _____

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Refer To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd

Readings

☐ Consent ☐ V Vote ☐ RC Vote

CERTIFIED

SEP 17 2007

ATLANTA CITY COUNCIL PRESIDENT

SEP 17 2007

MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

MAYOR